

EXHIBIT D

Memory Stick PRO -
Secure Video Recording Format —
Content Protection License
("Hardware Adopter Agreement")

Memory Stick PRO – Secure Video Recording Format –
Content Protection License

AGREEMENT

This Agreement made as of this ____ day of _____, ____ by and between Sony Corporation, a corporation organized and existing under and by virtue of the laws of Japan, having its principal office at 7-35, Kitashinagawa 6-chome, Shinagawa-ku, Tokyo 141-0001 Japan (hereinafter referred to as “Sony”) and _____, a corporation organized and existing under and by virtue of the laws of _____, having its principal office at _____ (hereinafter referred to as “Licensee”),

W I T N E S S E T H :

WHEREAS, Sony has developed a certain data recording, storage and reproduction system named “Memory Stick PRO” (hereinafter referred to as the “Memory Stick PRO System”);

WHEREAS, Sony has developed a certain method for encryption, decryption, key exchange, authentication and renewability for purposes of protecting certain digital content from unauthorized interception, retransmission and copying under the name of “MG-R(SVR)” (“MG-R(SVR)”);

WHEREAS, Licensee desires to obtain a license from Sony to implement such method in Licensed Products (defined below) used in the Memory Stick PRO System under certain intellectual property rights owned by Sony.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms shall have the following meanings. All definitions herein shall apply equally to their singular and plural forms, and, except as otherwise expressly

stated, all references to Articles, Paragraphs and Exhibits shall be deemed to be to be references to articles and paragraphs of and exhibits to this Agreement.

“Affiliate” shall mean, with respect to any person or entity, any other person or entity that directly or indirectly Controls, is Controlled by or under common Control with such person or entity.

“Commercial Audiovisual Content” shall mean any video or audiovisual works that are (a) not created by a consumer; (b) offered for transmission, delivery or distribution, either generally or on demand, to subscribers or purchasers or the public at large, or otherwise for commercial purposes, not uniquely to an individual, or a small or private group; and (c) is received by an Authorized Protection Method or encoded with Content Control Information.

“Compliance Rules” shall mean the requirements set out in Exhibit C, as may be changed by Sony from time to time pursuant to Paragraph 3.03.

“Confidential Information” shall mean any and all confidential and proprietary information, documents and materials relating to MG-R(SVR) for Memory Stick PRO or the SVR CP Specifications, that is disclosed by Sony to Licensee and is marked “Confidential” at the time of disclosure or, if orally or visually disclosed, is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days after the date of such disclosure. For avoidance of doubt, “Confidential Information” includes Highly Confidential Information.

“Content Control Information” shall mean the information that represents the content control status of particular content to a Licensed Product, including but not limited to Copy Control Information, APS Trigger Bits, EPN and ICT.

“Content Participant” shall mean a company that has executed a Content Participant Agreement with Sony.

“Content Participant Agreement” shall mean any “Memory Stick PRO System-Secure Video Recording Content Participant Agreement” relating to MG-R(SVR) for Memory Stick PRO entered into by a copyright owner or distributor of Commercial Audiovisual Content and Sony.

“Control” means the possession of beneficial ownership of more than fifty percent (50%) of the stock or other similar interest entitled to vote for the election of the Board of Directors or similar managing authority.

“Device Key Set” shall mean a set consisting of a Device Node Key and its related data including, but not limited to, the information used for Revocation (defined below).

“Device Node Key” shall mean a cryptographic value allocated to an individual Licensed Product and provided under a Hardware Adopter Agreement.

“Fellow Licensee” shall mean Licensee and any entity that has entered into a Hardware Adopter Agreement with Sony.

“Format License Agreement” shall mean a “Memory Stick PRO – Secure Video Recording Hardware Format License Agreement” agreement entered into with Sony.

“Hardware Adopter Agreement” shall mean this Agreement and any other “Memory Stick PRO - Secure Video Recording Format - Content Protection License Agreement” entered into with Sony.

“Highly Confidential Information” shall mean Confidential Information that is marked “Highly Confidential Information” when disclosed in written form.

“IC Adopter Agreement” shall mean an agreement with respect to the use of MG-R(SVR) to design, have designed, develop, have developed, manufacture, have manufactured, use, offer for sale, sell or otherwise dispose of certain integrated chips that implement certain core functions of MG-R(SVR), entitled “Memory Stick PRO System – Secure Video Recording Format - Secure IC - Content Protection License Agreement.”

“Licensed Know-How and Copyrights” shall mean any trade secrets and copyrights embodied in SVR CP Specifications.

“Licensed Patents” shall mean claims of a patent or patent application under which Sony, any Licensee, any Fellow Licensee, or any of their respective Subsidiaries, has the right, during the term of this Agreement, without a payment of royalties to third parties, to grant licenses and which claims are necessarily infringed in order to (a) implement MG-R(SVR) for Memory Stick PRO in Licensed Products or (b) use or cause to be used MG-R(SVR) for Memory Stick PRO to protect Commercial Audiovisual Content. “Licensed Patents” do not include any claims relating to aspects of any technology (even

if disclosed with particularity), standard or product that is an optional part of the SVR CP Specifications or is not itself part of the SVR CP Specifications such as, but not limited to, CSS, MPEG, IEEE1394 and any copy protection system (other than MG-R(SVR) for Memory Stick PRO), including: (1) claims relating to other copy protection, compression, encoding or decoding technologies (even though such technology, standard or product may otherwise be mentioned in or required by the SVR CP Specifications) or tamper resistance technology; (2) claims that may be practiced in an implementation of any Licensed Product in compliance with the SVR CP Specifications where an alternative implementation of the SVR CP Specifications in a Licensed Product exists that would not infringe such claims (even if in the same patent as Licensed Patents); or (3) claims that read solely on any implementations of any portion of the SVR CP Specifications that are not within the bounds of the scope of use set forth in this Agreement or any Content Participant Agreement.

“Licensed Products” shall mean a product manufactured pursuant to a Format License Agreement that (i) embodies the designs set out in the SVR CP Specifications and (ii) is in compliance with the SVR CP Specifications, Compliance Rules and Robustness Rules.

“MG-R(SVR) for Memory Stick PRO” shall mean MG-R(SVR) customized for the Memory Stick PRO System as set forth in the SVR CP Specifications.

“Robustness Rules” shall mean the requirements set out in Exhibit D as may be amended by Sony from time to time pursuant to Paragraph 3.03.

“Subsidiary” shall mean, with respect to any person or entity, any other person or entity (a) that directly or indirectly is Controlled by such person or entity and (b) for which such person or entity has the right to license any claims of any patents or patent applications owned or controlled by such other person or entity relating to MG-R(SVR) for Memory Stick PRO.

“SVR CP Specifications” shall mean the specifications listed in Exhibit A, as may be revised by Sony from time to time pursuant to Paragraph 3.03.

ARTICLE II
INTELLECTUAL PROPERTY

2.01

(a) Subject to the terms and conditions of this Agreement, Sony hereby promises, on behalf of itself and its Subsidiaries, not to assert any claim of infringement under any Licensed Patents, or under any Licensed Know-How or Copyrights, against Licensee or any of Licensee's Subsidiaries with respect to Licensee's or its Subsidiaries' using MG-R(SVR) for Memory Stick PRO to design, have designed, develop, have developed, manufacture, have manufactured, use, offer for sale, sell or otherwise dispose of, during the term of this Agreement, Licensed Products; provided, however, that such non-assertion covenant shall not extend to (i) any implementation of MG-R(SVR) for Memory Stick PRO other than in a Licensed Product; (ii) Licensee or Licensee's Subsidiaries if Licensee or any of Licensee's Subsidiaries are otherwise in violation of this Agreement or (iii) if Licensee asserts or if any of its Subsidiaries asserts any claim of infringement under any Licensed Patents, or under any Licensed Know-How or Copyrights, against Sony or any of its Subsidiaries.

(b) The promises of non-assertion granted to Licensee and Licensee's Subsidiaries under Paragraph 2.01(a) shall in no event be construed to include a promise of non-assertion with respect to the design, development, manufacture, offer for sale, sale or other disposal in whole or in part of any portion of a Licensed Product other than those portions that implement MG-R(SVR) for Memory Stick PRO pursuant to the SVR CP Specifications.

2.02 Licensee, on behalf of itself and its Subsidiaries, hereby agrees not to assert against Sony, any Fellow Licensee or any of their respective Subsidiaries any claim of infringement under its or their Licensed Patents or under any Licensed Know-How or Copyrights with respect to (i) in the case of Fellow Licensees, Sony, and their respective Subsidiaries, the use of MG-R(SVR) for Memory Stick PRO to design, have designed, develop, have developed, manufacture, have manufactured, use, import, offer for sale, sell or otherwise dispose of Licensed Products and (ii) with respect to Sony, the licensing of MG-R(SVR) for Memory Stick PRO; provided, however, the provisions of this Paragraph 2.01(b) shall not extend to any entity that asserts or whose Subsidiary asserts against Licensee or any of its Subsidiaries any claim of infringement under its or their Licensed Patents, or under any Licensed Know-How or Copyrights, with respect to activities or products within the scope of Paragraph 2.01.

2.03 Licensee, on behalf of itself and its Subsidiaries, hereby promises not to assert against any Content Participant or any of its Subsidiaries any claim of infringement under its or their Licensed Patents, or under any Licensed Know-How or Copyrights, with respect to the use or causation of use of MG-R(SVR) for Memory Stick PRO to protect Commercial Audiovisual Content in compliance with the applicable Content Participant Agreement. The provisions of this Paragraph 2.03 shall not extend to any entity that asserts or whose Subsidiary asserts any claim of infringement under any Licensed Patents, or under any Licensed Know-How or Copyrights, against Licensee or any of Licensee's Subsidiaries with respect to activities or products within the scope of Paragraph 2.01.

2.04 For avoidance of doubt, the non-assertion covenants granted pursuant to Paragraph 2.01 to any entity that is a Subsidiary of Licensee shall apply only for so long as such entity falls within the definition of "Subsidiary" with respect to Licensee.

2.05 For avoidance of doubt, Licensee and Licensee's Subsidiaries shall not sell, offer for sale, distribute or otherwise dispose of any products under this Agreement unless such products are Licensed Products that comply with the SVR CP Specifications, Compliance Rules and Robustness Rules.

ARTICLE III **SPECIFICATION; CHANGES**

3.01 Sony shall deliver to Licensee the SVR CP Specifications within thirty (30) days after the date of the execution of this Agreement or the Format License Agreement between Sony and Licensee, whichever comes later.

3.02 The SVR CP Specifications, Compliance Rules and Robustness Rules may be amended from time to time by Sony only in accordance with this ARTICLE III.

3.03 Sony will not make any revisions to the SVR CP Specifications, Compliance Rules or Robustness Rules that would materially increase the cost or complexity of implementation of Licensed Products, or that would require material modifications to product design or manufacturing process of Licensed Products ("Material Changes"), with the exception of changes that are necessary to ensure and maintain necessary protection of content that is recorded or played back by using the MG-R(SVR) for Memory Stick PRO. Without limiting the foregoing, Sony reserves the right to correct any errors or omissions in the SVR CP Specifications, Compliance Rules or Robustness Rules, or to make changes that would clarify, but not materially amend,

alter or expand the SVR CP Specifications, Compliance Rules or Robustness Rules, from time to time.

3.04 Licensee shall comply with amendments to the SVR CP Specifications, Compliance Rules and Robustness Rules within eighteen (18) months after notification of such amendments has been sent to Licensee as specified herein or such longer period as Sony may specify.

ARTICLE IV **DEVICE KEY SETS**

4.01 Licensee acknowledges that each Licensed Product shall utilize a single Device Key Set generated by or for Sony.

4.02 Licensee shall purchase Device Key Sets for utilization in Licensed Products from Sony or its Subsidiaries as Sony may designate in writing to Licensee from time to time. The fees for the Device Key Sets are set forth in Exhibit H attached hereto.

4.03 Licensee acknowledges that Sony will from time to time generate new Device Key Sets to reflect updated Revocation information. Within 60 days of receiving notice from Sony that a Device Node Key has been Revoked pursuant to ARTICLE VI and new Device Key Sets are available, Licensee shall cease to incorporate in any Licensed Product any Device Key Set obtained prior to such notice from Sony ("Old Device Key Set"). In no event shall the terms of this Paragraph be construed to convey any obligation, warranty or representation from Sony that it will issue any refund for unused Old Device Key Sets or as establishing any other liability arising out of the activities set out in this Paragraph.

4.03 Unless Licensee is a party to an IC Adopter Agreement, Licensee shall purchase integrated chips that implement certain core functions of MG-R(SVR) from Sony or such third parties as shall be authorized by Sony for the manufacture, distribution and sale of such integrated chips and notified by Sony to Licensee from time to time. The terms and conditions for the purchase of such integrated chips shall be determined by Licensee and the applicable seller.

4.04 Licensee shall, and shall cause its Subsidiaries to:

- (a) in no event generate, duplicate or modify any Device Key Set;

(b) in no event use any Device Key Set for any purpose other than as provided in this Agreement;

(c) keep any Device Key Sets strictly in a secure location in the custody of Licensee, its Subsidiaries or Subcontractors (as applicable) and take all necessary steps to prevent the loss, misuse, duplication or modification of such Device Key Sets;

(d) treat Device Key Sets in accordance with the instructions given by Sony from time to time;

(e) upon the execution of this Agreement, each appoint one (1) employee of Licensee or its Subsidiaries (as applicable) who will order, take receipt of and administer the Device Key Sets on behalf of Licensee or its Subsidiaries (as applicable) and provide Sony with such information as Sony may request from time to time (including, but not limited to, the name and contact information of such employee and any information pertaining to the location or use of any Device Key Set). Licensee shall give Sony prior written notice of any change in the identity of the employee appointed pursuant to this provision;

(f) in no event disclose any Device Key Set or information pertaining thereto to any third party except as provided in Paragraph 4.07; and

(g) either (i) return to Sony all Old Device Key Sets in its or any of its Subsidiaries' or Subcontractors' possession or (ii) destroy all Old Device Key Sets in its or any of its Subsidiaries' or Subcontractor's possession, and certify such destruction in writing to Sony, in each case, immediately after such sixty (60) day period set out in Paragraph 4.03.

4.05 Sony shall, from time to time and upon reasonable prior notice, have the right to inspect security measures implemented at Licensee's, Licensee's Subsidiaries' and their respective Subcontractors' facilities with respect to handling of Device Key Sets. No such inspection shall be construed as approving such security measures, nor shall any such inspection constitute a waiver or release of Licensee or its Subsidiaries of any liability arising from the breach of this Agreement.

4.06 Without limiting the terms of ARTICLE VIII, nothing contained herein shall be construed as a warranty or representation by Sony as to the authentication capabilities of Device Key Sets. Sony shall not be liable to Licensee for any direct or indirect damages as a result of the issuance of new Device Key Sets pursuant to this

ARTICLE IV.

4.07 Licensee and its Subsidiaries acknowledge that Device Key Sets are Confidential Information and may only be disclosed to Subcontractors in accordance with the provisions of ARTICLE V and ARTICLE IX.

ARTICLE V **SUBCONTRACTOR**

5.01 If Licensee has any third party use MG-R(SVR) for Memory Stick PRO to design, develop and/or manufacture Licensed Products or any part of Licensed Products for Licensee in accordance with ARTICLE II hereof, Licensee may disclose Confidential Information to such third parties (hereinafter referred to as the "Subcontractors"), provided that Licensee shall cause such Subcontractors to use the Confidential Information only for the design, development and/or manufacture of the Licensed Products or such parts thereof for Licensee and to observe the same degree of obligations of Licensee to Sony hereunder and Licensee shall indemnify and hold Sony and its Subsidiaries harmless from all losses or damages suffered or incurred by Sony or its Subsidiaries as a result of breach by such Subcontractors of the terms and conditions of this Agreement.

5.02 If Licensee needs to disclose the Highly Confidential Information to any Subcontractor pursuant to Paragraph 5.01, Licensee shall cause such Subcontractors to read and execute the acknowledgment as set forth in Exhibit F attached hereto and made a part hereof prior to the disclosure of such Highly Confidential Information. A copy of such executed acknowledgment shall be sent to Sony by Licensee.

5.03 Failure by any Subcontractor to observe any of the confidentiality obligations set forth in ARTICLE IV, this ARTICLE V and Exhibit F shall constitute a breach of Licensee of this Agreement.

5.04 Licensee agrees that it is strictly prohibited that Subcontractor discloses any Confidential Information to any third party in any manner for any purpose.

ARTICLE VI
REVOCATION OF DEVICE NODE KEY

6.01 The SVR CP Specifications include means by which Device Node Keys (including for the avoidance of doubt, Device Node Keys issued to Licensee or issued to Fellow Licensees) of certain devices may be invalidated, rendering such devices unable to decode data via MG-R(SVR) for Memory Stick PRO ("Revocation" or "Revoked"). Sony may revoke Device Node Keys when it is required to do so pursuant to Paragraph 6.01(c) or it has otherwise been determined, pursuant to the procedures set forth in Exhibit G attached hereto and made a part hereof, that one or more of the criteria set forth in Paragraphs 6.01(a) or (b) ("Revocation Criteria") have been met:

(a) a Device Node Key has been cloned such that the same Device Node Key is found in more than one device or product;

(b) a Device Node Key has been lost, stolen, intercepted or otherwise misdirected or made public or disclosed in violation of a Hardware Adopter Agreement; or

(c) Sony is directed to revoke a Device Node Key by a court order or other competent government authority.

6.02 NEITHER SONY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO LICENSEE OR ANY OF LICENSEE'S SUBSIDIARIES FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF REVOCATION OF DEVICE NODE KEYS PURSUANT TO THIS ARTICLE VI.

ARTICLE VII
FEES

7.01 Within thirty (30) days of the Effective Date, Licensee shall pay Sony a nonrefundable sum in the amount of the fee set out in Exhibit I in consideration of the rights conferred upon Licensee and its Subsidiaries and the undertakings assumed by Sony and its Subsidiaries set out in this Agreement by telegraphic transfer remittance into the bank account designated by Sony. Licensee shall not be entitled to any refund thereof for any reason.

ARTICLE VIII
DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SVR CP SPECIFICATIONS AND ALL OTHER INFORMATION AND MATERIALS PROVIDED HEREUNDER ARE PROVIDED "AS IS". SONY MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE LICENSED PATENTS, THE LICENSED KNOW-HOW AND COPYRIGHTS, OR OTHER INFORMATION TO BE SUPPLIED PURSUANT TO THIS AGREEMENT, SUCH AS BUT NOT LIMITED TO THE SVR CP SPECIFICATIONS AND OTHER TECHNICAL INFORMATION, IF ANY, OR THE ABILITY OF LICENSEE TO MAKE USE THEREOF TO SECURE INTERCHANGEABILITY OR INTEROPERABILITY WITH OTHER LICENSED PRODUCTS. SONY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER THAT THE USE OF THE LICENSED PATENTS, THE LICENSED KNOW-HOW AND COPYRIGHTS OR OTHER INFORMATION, INCLUDING BUT NOT LIMITED TO SVR CP SPECIFICATIONS SUPPLIED TO LICENSEE PURSUANT TO THIS AGREEMENT DOES NOT INFRINGE OR WILL NOT CAUSE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY ANY THIRD PARTY. LICENSEE UNDERSTANDS AND AGREES THAT SONY MAKES NO WARRANTY WHATSOEVER THAT ANY MANUFACTURING, HAVING MANUFACTURED OR SELLING OF LICENSED PRODUCTS WILL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. SONY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, SONY DOES NOT REPRESENT OR WARRANT THAT MG-R(SVR) FOR MEMORY STICK PRO IS IMMUNE TO HACKING, CODE BREAKING, PIRACY OR OTHER EFFORTS TO CIRCUMVENT THE TECHNOLOGY.

ARTICLE IX
CONFIDENTIALITY

9.01 Licensee agrees that, except as permitted under ARTICLE V, Licensee and Licensee's Subsidiaries shall not disclose to any third party Confidential Information and shall not use the Confidential Information for any purpose other than as provided in

this Agreement. The obligation set out herein shall not apply to any portion of Confidential Information which Licensee can prove:

- (a) was already known to Licensee at the time of disclosure to Licensee;
 - (b) was already a part of the public domain at the time of disclosure to Licensee;
 - (c) is or becomes a part of the public domain through no fault of Licensee;
 - (d) is rightfully obtained by Licensee without restriction on disclosure or use;
- or
- (e) was or is independently developed by officers or employees of Licensee who have not had access to Confidential Information.

In order to protect Confidential Information in confidence, Licensee agrees that Licensee and Licensee's Subsidiaries shall take all necessary measures and precautions, including, but not limited to, measures requiring their present and future employees to give suitable undertakings of secrecy both for the period of their employment and thereafter, and that such Confidential Information shall be treated in the same manner and with the same degree of care as Licensee applies and has applied to its own information of a sensitive or confidential nature. Licensee also agrees that Licensee and Licensee's Subsidiaries shall not use Confidential Information or any mentally-retained recollections thereof for any purpose other than the purpose of exercise of the rights granted in this Agreement. Under no circumstances shall Licensee or Licensee's Subsidiaries reverse engineer, reverse translate, decompile, disassemble, or otherwise seek to determine the operation of Confidential Information or allow another to do so.

9.02 In addition to the obligations set forth in Paragraph 9.01, Licensee and Licensee's Subsidiaries shall not disclose Highly Confidential Information to any third party or to its officers and employees other than ten (10) full-time officers and employees of Licensee or Licensee's Subsidiaries respectively, (i) who have an absolute need to know such Highly Confidential Information for the purpose of the exercise of the rights granted in this Agreement and (ii) who read and execute Exhibit E-1 hereto and provide Sony with one hard copy of such Exhibit E-1 executed by such officers and employees before the first access to Highly Confidential Information (such officers and employees shall be hereinafter referred to as "Authorized Employee"). Licensee and Licensee's Subsidiaries shall at all times cause Authorized Employees to strictly abide by the obligations set forth in this ARTICLE IX hereof and shall use the best efforts to cause the Authorized Employees to comply with such obligations after the resignation of such Authorized Employees from Licensee or Licensee's Subsidiaries. Licensee and Licensee's Subsidiaries may substitute another officer or employee of them for an

Authorized Employee with Sony's prior written consent only in the event of death, permanent or long-term disability or resignation of such Authorized Employee. Licensee and its Subsidiaries shall maintain on their respective premises a secure location in which the Highly Confidential Information shall be stored.

9.03 Notwithstanding Paragraphs 9.01 and 9.02 above, Licensee and Licensee's Subsidiaries may also disclose Highly Confidential Information to a full-time officers and employees of a Subcontractor pursuant to ARTICLE V.

9.04 Licensee agrees that Licensee and Licensee's Subsidiaries, which need to receive Highly Confidential Information from Sony to exercise the rights granted under this Agreement, shall, prior to their receipt of Highly Confidential Information, (i) designate their single Authorized Employee who shall conduct an interface with Sony relating to Highly Confidential Information (hereinafter referred to as "Licensee Contact"), (ii) cause such Licensee Contact to read and execute the acknowledgment attached hereto as Exhibit E-2, (iii) identify such Licensee Contact in writing to Sony and (iv) send such executed acknowledgment to Sony.

9.05 Licensee agrees that the number of hard copies of the Highly Confidential Information to be made by Licensee and Licensee's Subsidiaries shall not exceed the number of their Authorized Employees. Notwithstanding the foregoing, should Licensee or Licensee's Subsidiaries have a Subcontractor design, develop and/or manufacture Licensed Products pursuant to ARTICLE V hereof and need to disclose Highly Confidential Information to such Subcontractor, Licensee and Licensee's Subsidiaries may cause Licensee Contact to make another up to ten (10) hard copies of Highly Confidential Information to disclose it to the Authorized Employees of such Subcontractor; provided that the number of such hard copies shall not exceed the number of Authorized Employees of such Subcontractor in total and Licensee and Licensee's Subsidiaries shall undertake to have such Subcontractor abide by the same confidentiality conditions under this Agreement.

9.06 Licensee and Licensee's Subsidiaries shall not use the electronic data of Highly Confidential Information for any purpose other than making hard copies. Licensee and Licensee's Subsidiaries shall cause their Licensee Contact to make such hard copies immediately after the download of such electronic data from the website designated by Sony and delete such electronic data from all hard discs, servers and other data storage instruments immediately after making such hard copies.

9.07 The confidentiality obligations set forth in this Agreement shall become effective as of the Effective Date and continue until ten (10) years after the last date of

manufacture by any entity of any product implementing MG-R(SVR).

ARTICLE X
PROCEDURES FOR THIRD-PARTY BENEFICIARY CLAIMS

10.01 Compliance of Licensee and of Licensee's Subsidiaries with the terms of this Agreement is essential to maintain the value and integrity of MG-R(SVR) for Memory Stick PRO. As part of the consideration of the rights granted herein, Licensee and Licensee's Subsidiaries agree that each Content Participant that (x) is not willfully in material breach of any term or condition of its Content Participant Agreement, (y) is not otherwise in material breach of any term or condition of its Content Participant Agreement, which breach has not been cured, or is not capable of cure, within thirty (30) calendar days of such Content Participant's receipt of notice thereof by Sony or any Fellow Licensee and (z) causes or permits distribution or transmission of its Commercial Audiovisual Content (a) in commercial quantities to the general public, (b) in a form capable of being recorded with Licensed Products ("Eligible Content Participant") shall be a third-party beneficiary (hereinafter referred to as the "Content Participant Beneficiary") to this Agreement and shall be entitled during such period that such Content Participant is an Eligible Content Participant, to bring a claim or action (hereinafter referred to as the "Content Participant Beneficiary Claim") to enforce rights against Licensee and Licensee's Subsidiaries in accordance with the procedures set out in Exhibit B attached hereto and made a part hereof, with respect to Licensee and/or Licensee's Subsidiaries' implementation of MG-R(SVR) for Memory Stick PRO in any product that receives or transmits data in a format in which such Eligible Content Participant has made Eligible Content available. Such third-party beneficiary rights shall be limited to seeking injunctive relief against the manufacture, distribution, commercial use and sale of Licensee's and Licensee's Subsidiaries' products that are in material breach of the SVR CP Specifications, Compliance Rules or Robustness Rules, and against disclosure of Highly Confidential Information in breach of this Agreement that affects the integrity or security of MG-R(SVR) for Memory Stick PRO, except where such Licensee or its Subsidiary has willfully breached or engaged in a pattern or practice of breaching, such obligations, as to which breach attorneys' fees and costs may be awarded.

10.02 For so long as Licensee and its Subsidiaries (x) are not willfully in material breach of any terms and conditions of this Agreement, and (y) are not otherwise in material breach of any terms or conditions of this Agreement, whose breach has not been cured or is not capable of cure within thirty (30) calendar days of Licensee and/or Licensee's Subsidiaries' receipt of notice thereof by Sony, Licensee shall be a third-party

beneficiary (hereinafter referred to as the "Licensee Beneficiary") to each Content Participant Agreement and shall be entitled to bring a claim or action (hereinafter referred to as the "Licensee Beneficiary Claim") to enforce rights against Content Participants, in accordance with the third-party beneficiary procedures set forth in Exhibit B attached hereto and made a part hereof, with respect to such Content Participants' compliance with its obligation under its Content Participant Agreement regarding the encoding rules set forth therein. Licensee acknowledges that such third-party beneficiary rights shall be limited to seeking equitable relief, except where such Content Participant has willfully breached, or engaged in a pattern or practice of breaching, such obligations, as to which breach(es) reasonable attorneys' fees and costs shall be awarded to Licensee if Licensee is the prevailing party.

ARTICLE XI

TERM AND TERMINATION

11.01 This Agreement shall be effective from the date first written above and, unless otherwise terminated, shall continue in full force and effect until the Format License Agreement between Sony and Licensee is terminated or expired.

11.02 Either party shall have the right to terminate this Agreement upon at least thirty (30) days prior written notice to the other party in the event that the other party breaches any provision of this Agreement, and does not cure such breach during said thirty (30) day period, or immediately if the Licensee is adjudicated a bankrupt; makes an assignment for the benefit of creditors; takes advantage of any insolvency act; or is the subject of a case for its liquidation or reorganization under any law. Notwithstanding the foregoing, in the event the Licensee breaches any provision of ARTICLE IX, Sony may terminate this Agreement immediately upon notice to Licensee. Any notice of termination hereunder shall specify the date on which this Agreement shall end.

11.03 Upon termination or expiration of this Agreement, Licensee and its Subsidiaries shall immediately cease use of Device Key Sets. Within thirty (30) days after termination or expiration of this Agreement, Licensee shall as directed by Sony (i) return all Confidential Information (including, but not limited to such Device Key Sets) in its or any of its Subsidiaries' or Subcontractors' possession, to Sony, retaining no copies thereof, or (ii) destroy all Confidential Information (including, but not limited to such Device Key Sets) in its or any of its Subsidiaries' or Subcontractors' possession, retaining no copies thereof, and certify such destruction in writing to Sony.

11.04 The terms of Paragraphs 2.01 (with respect to any claims of infringement arising prior to termination), 2.02 and 2.03 (both with respect to the Licensed Patents and Licensed Know-How and Copyrights embodied in the versions of the SVR CP Specifications issued prior to the date of termination), 2.04 and 2.05, ARTICLE V, ARTICLE VIII, ARTICLE IX and ARTICLE X, ARTICLE XII and this ARTICLE XI shall survive any termination or expiration of this Agreement.

ARTICLE XII **MISCELLANEOUS**

12.01 Licensee shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of Sony.

12.02 Should any provision of this Agreement be finally determined void or unenforceable in any judicial proceeding, such determination shall not affect the operation of the remaining provisions hereof, provided that, in such event, Sony shall have the right to terminate this Agreement by written notice to Licensee.

12.03 Nothing contained in this Agreement shall be construed:

(a) as imposing on Sony or any of its Subsidiaries any obligation to institute any suit or action for infringement of any of the Licensed Patents or to defend any suit or action brought by a third party which challenges or concerns the validity of any of such Licensed Patents, it being expressly understood that Licensee shall have no right to institute any such suit or action for infringement or challenging the validity of any such Licensed Patents;

(b) as imposing any obligation to file any patent application or to secure any patent or to maintain any patent in force;

(c) as conferring any license or right to copy or to simulate the appearance and/or design of any product of Sony or Sony's Subsidiaries, except as expressly provided herein;

(d) as conferring any license to Licensee under any intellectual property rights of Sony or Sony's Subsidiaries, other than as expressly provided in this Agreement; or

(e) Without limiting the terms of ARTICLE VIII, as a warranty, assurance or representation by Sony to Licensee as to quality level, no-defect,

compatibility or completeness of any Licensed Product implementing MG-R(SVR) for Memory Stick PRO.

12.04 If at any time a party hereto elects not to assert its rights under any provision of this Agreement, such action or lack of action in that respect shall not be construed as a waiver of its rights under said provision or of any other provision of this Agreement.

12.05 Licensee shall comply with all applicable export control laws, copyright protection laws or all other relevant laws and regulations of Japan and other countries related to activities under this Agreement. Licensee shall obtain any approval or authorization from Japan or other governments as required under such laws and regulations at its own cost and responsibility.

12.06 All notice and other communications required or permitted to be given under this Agreement must be in writing and will be effective when delivered personally, sent by facsimile or e-mail later confirmed by registered mail, or sent by registered mail, postage prepaid and addressed to the parties at their respective address set forth below, or at any new address or addresses subsequently designated in writing by either party to the other.

Sony: Sony Corporation
Attention: General Manager
Strategy & Licensing Department
Intellectual Property Division
Address: 7-35, Kitashinagawa 6-chome, Shinagawa-ku, Tokyo 141-0001 Japan

Licensee: _____
Attention: _____
Address: _____

12.07 Governing Law; Jurisdiction.

(a) THIS AGREEMENT, AND ALL BENEFICIARY CLAIMS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE, AND WITH THE LAWS OF THE UNITED STATES OF AMERICA.

(b) IN CONNECTION WITH ANY LITIGATION BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY BENEFICIARY CLAIM, EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL AND STATE COURTS LOCATED IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK.

(c) EACH PARTY WAIVES ANY OBJECTION TO THE JURISDICTION, PROCESS, AND VENUE OF ANY SUCH COURT, AND TO THE EFFECTIVENESS, EXECUTION, AND ENFORCEMENT OF ANY ORDER OR JUDGMENT (INCLUDING BUT NOT LIMITED TO A DEFAULT JUDGMENT) OF SUCH COURT PERTAINING TO THIS AGREEMENT OR ANY BENEFICIARY CLAIM, TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE PLACE WHERE ENFORCEMENT OR EXECUTION OF ANY SUCH ORDER OR JUDGMENT MAY BE SOUGHT AND BY THE LAW OF ANY PLACE WHOSE LAW MIGHT BE CLAIMED TO BE APPLICABLE REGARDING THE EFFECTIVENESS, ENFORCEMENT, OR EXECUTION OF SUCH ORDER OR JUDGMENT, INCLUDING PLACES OUTSIDE OF THE STATE OF NEW YORK AND THE UNITED STATES.

12.08 In the event that any terms of this Agreement conflict with any terms of the Format License Agreement between Sony and Licensee, this Agreement shall control.

12.09 This Agreement, including the exhibits hereto and all documents incorporated herein by reference, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all oral, written or other agreements, either entered prior to or contemporaneously with this Agreement. This Agreement may not be modified except by written agreement of the parties hereto.

12.10 In construing the terms of this Agreement, no presumption shall operate in either party's favor as a result of its counsel's role in drafting the terms hereof.

12.11 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The parties hereto acknowledge and agree that such counterparts may be executed by signatures sent by facsimile transmissions.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be signed on the date first above written.

Sony:
Sony Corporation

Licensee:

By: _____

By: _____
(Name)
(Title)

EXHIBIT A
SVR CP SPECIFICATIONS

Memory Stick Standard Secure Video File Format Specifications ver. 1.0

Memory Stick Standard Secure Video Application Note for Video ver. 1.0

EXHIBIT B
PROCEDURES FOR THIRD-PARTY BENEFICIARY CLAIMS

1. Prior to initiating or instituting any Content Participant Beneficiary Claim or Licensee Beneficiary Claim (each, a “Beneficiary Claim”) against a Fellow Licensee or against a Content Participant, as the case may be (each, a “Defendant”), a Content Participant Beneficiary or Licensee Beneficiary (each, a “Third-Party Beneficiary”) shall provide Sony notice and consultation reasonable under the circumstances regarding a proposed Beneficiary Claim; provided that such consultation with Sony shall not limit such Third-Party Beneficiary’s complete discretion in initiating or instituting such a Beneficiary Claim. Such Third-Party Beneficiary shall further provide Sony with notice of actual filing of a Beneficiary Claim and, upon Sony’s request, any copies of material documents filed in such Third-Party Beneficiary’s initiation, institution or pursuit of such Beneficiary Claim.

2. Following Sony’s receipt of notice of a Beneficiary Claim as required by the foregoing paragraph, Sony shall provide all Fellow Licensees (in the case of a Licensee Beneficiary Claim) and all Content Participants (in the case of a Content Participant Beneficiary Claim) with prompt notice of such receipt (a “Claim Notice”). Within thirty (30) calendar days of the date of mailing of a Claim Notice, all Licensee Beneficiaries (in the case of a Licensee Beneficiary Claim), or all Content Participant Beneficiaries (in the case of an Content Participant Beneficiary Claim), shall elect whether to join such Beneficiary Claim, and the failure of any Fellow Licensee or Content Participant to provide written notice to Sony of such election and to move to join such Beneficiary Claim within such thirty (30)-day period shall be deemed a waiver of such Fellow Licensee’s or Content Participant’s third-party-beneficiary right under its respective Adopter Agreement or Content Participant Agreement, as the case may be, with respect to all Beneficiary Claims against Defendant arising out of the alleged breach by Defendant raised in such Beneficiary Claim asserted by the Third-Party Beneficiary. The Third-Party Beneficiary instituting or initiating a Beneficiary Claim shall support, and Defendant shall not object to, any motion to join by such Third-Party Beneficiaries electing to join such Beneficiary Claim within such thirty (30)-day period. Any judgment entered upon such Beneficiary Claim shall be binding on all Fellow Licensees and Content Participants that failed to join such Beneficiary Claim as if they had joined such Beneficiary Claim. Neither any Fellow Licensee’s or Content Participant’s failure to notify or consult with Sony or to provide copies, nor Sony’s failure to give notice to any Fellow Licensee or Content Participant pursuant to these third-party beneficiary procedures, under paragraphs 1 or 2 shall be a defense against any Beneficiary Claim or grounds for a request to delay the granting of any preliminary relief requested.

3. Third-Party Beneficiaries shall have no right to, and Content Participant agrees that it will not, enter into any settlement that: (i) amends any material term of any Adopter Agreement or Content Participant Agreement; (ii) has an adverse effect on the integrity or security of MG-R(SVR) for Memory Stick PRO, or the operation of MG-R(SVR) for Memory Stick PRO with respect to protecting Commercial Audiovisual Content from any unauthorized output, transmission, interception or copying, or the rights of Content Participants with respect to MG-R(SVR) for Memory Stick PRO; or (iii) affects any of Sony's rights in and to MG-R(SVR) for Memory Stick PRO or any intellectual property right embodied therein, unless Sony shall have provided prior written consent thereto.

Exhibit C

Compliance Rules

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1. Definitions

Capitalized terms below shall have the respective meanings set forth below. All other capitalized terms used in this Exhibit C shall have the respective meanings set forth in the Content Protection License Agreement or SVR CP Specifications. Unless otherwise expressly stated herein, all section references in this Exhibit C shall be deemed references to this exhibit.

1.1 "AGC" or "Automatic Gain Control" shall mean the copy control system identified as such (a) for 525/60 or 625/50 interlace scan analog video systems, in the document entitled "Specification of the Macrovision Copy Protection Process for DVD Products, Revision 7.1.D1, September 30, 1999," and (b) for 525/60 or 625/50 progressive scan analog video systems, in the document entitled "Specification of the Macrovision AGC Copy Protection Waveforms for Products with 525p and/or 625p YPbPr Progressive Scan Outputs, Revision 1.2 (February 24, 2003)."

1.2 "Analog Protection System (APS)" shall mean the method of protecting analog video content that consists of Automatic Gain Control and Colorstripe.

1.3 "APS Trigger Bits" shall mean the information encoded in digital and analog copies of Commercial Audiovisual Content, and in the transmission thereof, in order to trigger the generation of the APS, as specified (a) for 525/60 interlace scan video systems, in IEC 61880 (for inclusion of such value on line 20) or EIA-608-B (for inclusion of such value in line 21), and (b) for 525/60 progressive scan analog video systems, in IEC61880-2 (for inclusion on line 41).

1.4 "Authorized Access Control Method" shall mean a method of delivery of content that is an Authorized Secure Digital Output or any other method of delivery of content by which content is not viewable or accessible other than through a commercially adopted access control method (e.g., CSS, CPPM, CPRM, Digicypher, Harmony, DBS or other digital access control technologies, digitally controlled analog scrambling systems, whether now or hereafter in commercial use).

1.5 "Authorized Protection Method" shall mean an Authorized Access Control Method or a method of delivery of content that signals content protection through use of a Broadcast Flag associated with such content.

1.6 "Authorized Secure Digital Output" shall mean DTCP or HDCP protected digital outputs, in each case as defined hereinafter, or another type of secure digital output approved by Licensor.